

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES  
TO PROVIDE OFF-SITE PHARMACY SERVICES  
ISSUED BY Delaware Veterans Home**

**I. Overview**

The State of Delaware, Department of State, Delaware Veterans Home seeks Pharmacy Services. This request for proposals ("RFP") is issued pursuant to 29 *Del. C.* §§ 6981 and 6982.

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date: April 23 and April 30, 2012
Mandatory Pre bid meeting	Date: May 7, 2012
Presentations	Date: May 14 – May 18, 2012
Deadline for Receipt of Proposals	Date: May 31, 2012
Notification of Award	Date: June 6, 2012

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3) Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States. The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

## II. Scope of Services

A full complement of pharmacy services for a 150 bed licensed Veterans Home consisting of 30 dementia beds and 120 ICF/SNF beds. All pharmacy services provided must comply with Federal and State standards, Federal and State laws regarding operation of a pharmacy and must comply with all Veterans Administration, Federal and State policies.

For the purposes of billing third parties only, Delaware Veterans Home presently has a resident population of 117 individuals.

The successful bidder shall be required to have the services requested in this proposal implemented and be operational beginning on July 1, 2012. An interface with the facility's electronic medical record (EMR) shall be operational by September 1, 2012. The facility's EMR is American Data, ECS.

**Required Service:** Provide Off-Site Pharmacy Services and Consultant Pharmacist Services as required by the Regulations of the Delaware Board of Pharmacy.

### Off-Site Pharmacy Services:

1. The contractor will describe start-up methodology, including specific time frame of days needed from time of award to full implementation of pharmacy services. The minimum services for implementation at start-up shall include medication carts, medications to include resident, floor stock and emergency and paper narcotic sheets.
  - a) The contractor will describe an electronic medical administration record.
  - b) The contractor must have the capability of integrating the proposed system with the Facility's EMR. The contractor must use the most current HL7 interface. The contracted Pharmacy services shall handle billing, drug interactions, drug warnings and alerts for special considerations. These costs shall be borne by the successful bidder. (BCMA)
  - c) The Pharmacy must be available 24-hours a day, seven (7) days per week with access to Delaware Veterans Homes' pharmacy data base.
2. The contractor will describe implementation plans for the medication administration systems listed below. In the proposal submit the system with the contractor preferred system first. In the proposal include recommendations of the best practice system for the facility. Outline all costs associated with each system, to include carts, medication, dispensing fees, delivery fees, computer software, administration, etc.
  - a) Blister card system with 30 day packaging
  - b) 30 – day supply system

If there is another solution the bidder feels is more cost effective and efficient, the bidder can submit those recommendations.

3. The pharmacy license will be maintained consistent with all Delaware Board of Pharmacy rules and regulations. The contractor will be required to maintain a current State of Delaware Business license.
4. The contractor will purchase and supply prescription medications and over the counter medications as specified by the Facility, and any reimbursable vaccination/immunization, as specified by the Facility.

5. The contractor must meet all Medicaid, Medicare and Veterans Administration regulations related to Pharmacy and enroll as a Medicaid and Medicare provider.
6. The contractor will accept Medicaid, Medicare and private insurance as payment for the purchasing and dispensing of prescription-only (legend) medications. The contractor will bill any applicable third party billing directly. Costs must not exceed the lower of Actual Acquisition Cost (AAC) for the ingredients plus a set dispensing fee or usual and customary prices. AAC is defined as the actual cost of the product based on a prudent purchasing philosophy which includes, but is not limited to the availability of direct accounts, discount policy of wholesalers, rebate policy of manufacturers and wholesalers, quantity free goods and package size. It is incumbent upon the contractor to bill the appropriate insurance accordingly. The contractor will provide the Delaware Veterans Home with copies of billings to 3<sup>rd</sup> parties upon request.
7. Prices on items not covered by Medicaid, Medicare or VA reimbursement will be set according to the formula, AAC + State-set dispensing fee, agreed to by the Delaware Veterans Home and successful bidder. Bidder shall provide the formula used.
8. The dispensed medication must be delivered by the contractor to a location specified by Delaware Veterans Home six (6) days per week. Daily delivery will be packaged by area. The delivery of dispensed medication will be in Delaware Veterans Home approved medication carts.
  - a) The medication carts will be Artromick LTCi Medication carts or another manufacturer cart that meets or exceeds the Artromick LTCi cart. The website is [www.artromick.com](http://www.artromick.com)
  - b) Ten medication carts will be provided by the successful bidder. Carts shall be provided according to the resident phase in schedule mentioned above.
  - c) Medication carts will be maintained in good operating condition by the successful bidder.
  - d) Detail of drawer requirements will depend on the selected medication administration system and will be mutually decided on by the successful bidder and the Facility.
9. The contractor will provide at a minimum the following documents/forms:
  - a) Monthly (30 day) Physician Order Sheets for skilled care individuals and 60 day Physician Order Sheets for intermediate care individuals. (July and August only)
  - b) Monthly Medication Administration Records shall be in a format approved by the appropriate Delaware Veterans Home staff. **Provide a sample of M.A.R.**
  - c) Cost of updating software will be borne by the contractor.
10. The services furnished to the facility will have the capability to provide information requested by Delaware Veterans Home, such as individual medical/drug profiles, data bases and surveys on medication interactions, pharmacokinetics of selected medication, allergies, adverse drug reactions, psychotropic (including Thorazine Equivalents), tardive dyskinesia, seizure, diabetic and constipation monitoring.
11. The contractor will describe a system for monitoring and reporting to the Facility medication errors, drug/drug incompatibilities, adverse drug reactions and duplicate drug therapy. The contractor shall describe their system of drug interactions and warnings and special considerations.

12. The contractor will describe a system for ordering all medications and supplies. Explain how the HL7 Interface will work with the facility EMR system.
13. The contractor will furnish packing slips with the delivery of medications. The contractor will furnish notices with specific reason for all non-delivery of a drug. **Provide a sample of this document.**
14. The contractor will establish an emergency delivery system of essential medications that must be received within one (1) hour, particularly for medications urgently needed after regular working hours (8:00 a.m. to 4:30 p.m., Monday through Friday) and on weekends and holidays. **Describe this system.**
15. Quarterly the contractor will furnish analysis of medication use, trends, costs, or other items. **Provide a sample.**
16. The Delaware Veterans Home will evaluate contractors performance at least semi-annually.
17. The contractor will furnish services to accommodate individuals at Delaware Veterans Home who will be off grounds during a medication administration time (Example: family visit, trip). The medication will be supplied by standard pharmacy packing procedure for the issued administration times. The Facility will give 24-hour notice to the Pharmacy.
18. The contractor will dispense only quality generic medication, (when substitution is approved by the Facility's prescribing authority), providing a cost savings to the individual and the Department of State, yet does not affect the therapeutic outcome. Generics must be rated therapeutically equivalent in F.D.A.'s approved Drug Products with therapeutic equivalence evaluations. The source of medication must be purchased through F.D.A. approved means.
19. The contractor will propose a system for providing and monitoring accountability of controlled substances and syringes. **Provide sample.**
20. The contractor will issue credit for any returned medication permitted by State and/or Federal regulation. Unused unit-dosed medications and unopened bulk medications will be returned to the contractor for credit. The contractor will adjust any Medicaid claim appropriately. The contractor will provide credit within 30 days of return. No medication shall be supplied with an expiration date of less than 90 days.
21. The contractor will bill any applicable third (3<sup>rd</sup>) party billing directly wherever required.
22. The contractor will ensure that all records, prescriptions, reviews, etc. will be held as privileged and confidential information according to the Facility's policies and HIPAA regulations.
23. The contractor will furnish ready supply, floor stock, interim and emergency medication. The contractor shall maintain these supplies. **Describe interim reorder procedure and emergency supply to include IV solutions and start up box.**
  - a) the contents of the emergency box are to be established in conjunction with the Facility.

- b) these medications will be the property of the contractor and the Facility will be charged on a usage basis.
  - c) a procedure for providing over-the-counter medications and price formula for reimbursement must be included in the bid.
24. Upon executed contract and purchase order the contractor will provide pharmacy policies and procedures that shall be mutually agreed on. The contractor will ensure that there are adequate written pharmacy policies and procedures established and that electronic pharmacy manuals are available.
25. The contractor will provide IV certification as requested by the facility.
26. The contractor will provide an invoice that includes prescription medications, over the counter medications, house medications, IV solutions and pharmacist service costs. The invoice shall be separated by resident. The contractor shall bill all parties, with the facility as last resort. The contractor shall not invoice the resident or the responsible party. These charges shall be billed to the facility. **Provide an example of invoice.**

Consultant Pharmacist:

1. The contractor will describe start-up methodology, including specific time frame of days needed from time of award to full implementation of the consultant services. The Pharmacists' license will be maintained consistent with all Delaware Board of Pharmacy rules and regulations. The contractor will be required to maintain a current State of Delaware Business license.
2. The contractor will describe a system for monitoring and reporting to the Facility medication errors, drug/drug incompatibilities, drug/allergy possible reactions and duplicate drug therapy. **Provide samples of this service.**
3. The contractor will describe a system for maintaining and completing a Schedule II record that is compliance with Delaware Pharmacy law. The contractor will monitor all discrepancies and report them to the Facility.
4. The contractor will state the number of hours and price per hour for on-site Consultant Pharmacist services to accomplish the following:
  - a) The pharmacist will conduct a monthly medication station inspection and monthly drug regimen review in the pharmacist regimen review book located at each nurses station, with significant findings going to the Nurse, Physician, Medical Director, and Director of Nursing. **Provide a sample regimen review and station inspection form.**
  - b) All reviews, inspections and reports required to ensure compliance to Federal, State, Medicaid, Medicare and Veterans standards and by the statutes that will be provided by the pharmacist and distributed to the Medical Director and the Director of Nursing. Periodic counts and checks against the M.A.R. will be completed to ascertain if medications are dispensed on time and all correct medications are given.
  - c) The Pharmacist will be involved in the following committees or meetings:
    - 1) the quarterly Pharmacy and Therapeutics committee;

- 2) the monthly meeting with Medical and Nursing staff for a review of medication use, fall assessment and other information sharing the Facility deems necessary.
- 3) the quarterly Quality Assurance meeting.

The Pharmacist will be available to attend other meetings as required by the Facility. The pharmacist will meet with members of the Facility's interdisciplinary team members as requested and will provide consults on an as needed basis.

The contractor will ensure that direct, close interactive working relationships are fostered between the pharmacist and the Facility's staff within the context of the interdisciplinary team process as described in the Facility's guidelines.

- d) The pharmacist will review, make recommendations and update as appropriate the written pharmacy policies and procedures.
- e) The contractor will state a price, dollars per hours, for any additional hours in excess of the required services described above.
- f) The contractor will provide 24 hours per year of Nursing Continuing Education. All in-service trainings will be Delaware Board of Nursing approved for contact hours.
- g) The pharmacist will provide patient education as requested by the nursing staff and Facility. The maximum number of hours needed shall be 4 hours per month.

### **Pre-bid Meeting**

**A mandatory pre-bid meeting will be on Monday, May 7, 2012 at 1:00 p.m. local time at the Delaware Veterans Home, 100 Delaware Veterans Boulevard, Milford, DE 19963, in the Administration Conference Room. All bidders who wish to bid on this proposal must be present at the mandatory pre-bid meeting. No proposals will be accepted from bidders that did not attend the meeting.**

### **III. Required Information**

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

#### **A. Minimum Requirements**

1. Delaware business license:  
Provide evidence of a Delaware business license or evidence of an application to obtain the business license.
2. Professional liability insurance:  
Provide evidence of professional liability insurance in the amount of \$1,000,000.00/\$3,000,000.00.
3. A brief statement that includes the name, address, and telephone number.

4. A description of the background and experience in providing the identified services to a Veterans Home and/or a long term care facility.
5. If the bidder is incorporated, a description of the corporate structure. This should include a Table of Organization, governing structure, ownership, resumes of key administrative and clinical staff, listing all current program locations, etc. Identify any Pharmacist proposed for placement at the Facility and include resumes. The Delaware Veterans Home shall have the sole option of rejecting any Pharmacist for placement.
6. Three letters of reference from organizations with the ability to provide current information related to the bidder's ability to perform the duties outlined in the RFP.
7. A narrative concerning the philosophy, goals, and objectives
8. A notarized letter from a CPA firm that attests to the historic and current state of financial solvency and financial-management performance.
9. A detailed plan of action for the implementation of services from the date that the proposed bidder is notified that the Facility is going to enter a contract.
10. The proposal shall address all items in Section II, Scope of Services, Required Services. The proposal shall be numbered to match each item numbers from 1 – 26 for Pharmacy Services and numbers 1 – 4 for Consultant Pharmacist. The proposal shall include all samples as requested.
11. A proposed annualized budget for the components outlined in the RFP.

The budget shall contain, at minimum, the following:

Salary costs

Operational expenses

Other fees or charges necessary to provide the requested service

## **B. General Evaluation Requirements**

1. Experience in successfully providing pharmacy management service at a long term care facility.
2. Ability to reliably and expeditiously implement the services described.
3. Ability to provide computerized services, documentation, records, data base services, MAR's, TAR's and POS's to the facility's specifications. The ability to interface with the facility's EMR.
4. Evaluation of the proposed costs as it relates to the proposed services.

**IV. Professional Services RFP Administrative Information**

**A. RFP Issuance**

**1. Obtaining Copies of the RFP**

This RFP is available in electronic form [only] through the State of Delaware Procurement website at [www.vethome.delaware.gov](http://www.vethome.delaware.gov) and [www.bids.delaware.gov](http://www.bids.delaware.gov). Paper copies of this RFP will be available upon request by contacting Sandra Groff, Delaware Veterans Home, 100 Delaware Veterans Boulevard, Milford, DE 19963, 302-424-6040, [sandy.groff@state.de.us](mailto:sandy.groff@state.de.us)

**2. Public Notice**

Public notice has been provided in accordance with 29 *Del. C.* § 6981.

**3. Assistance to Vendors with a Disability**

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

**4. RFP Designated Contact**

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

<b>NAME</b>	<b>Sandy Groff</b>
<b>DEPARTMENT</b>	<b>Delaware Veterans Home</b>
<b>ADDRESS</b>	<b>100 Delaware Veterans Boulevard, Milford, DE 19963</b>
<b>EMAIL ADDRESS</b>	<b><a href="mailto:sandy.groff@state.de.us">sandy.groff@state.de.us</a></b>

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

**5. Consultants and Legal Counsel**

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact consultant or legal counsel on any matter related to the RFP.

**6. Contact with State Employees**

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware

employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

**7. Organizations Ineligible to Bid**

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

**8. Exclusions**

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

- a) Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b) Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c) Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d) Has violated contract provisions such as:
  - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
  - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e) Has violated ethical standards set out in law or regulation; and
- f) Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

**B. RFP Submissions**

**1. Acknowledgement of Understanding of Terms**

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules

and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

**2. Proposals**

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with 2 original paper copies and 5 paper copies.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **1:00 PM EST on May 31, 2012**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

<b>DEPARTMENT</b>	<b>Department of State Delaware Veterans Home</b>
<b>ADDRESS</b>	<b>100 Delaware Veterans Boulevard Milford, DE 19963</b>

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **1:00 PM EST on May 31, 2012**. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

**3. Proposal Modifications**

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

**4. Proposal Costs and Expenses**

The State of Delaware will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

**5. Proposal Expiration Date**

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through June 30, 2012. The State of Delaware reserves the right to ask for an extension of time if needed.

**6. Late Proposals**

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

**7. Proposal Opening**

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of the State of Delaware personnel. Any unopened proposals will be returned to Vendor.

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing vendors prior to contract award.

**8. Non-Conforming Proposals**

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

**9. Concise Proposals**

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

**10. Realistic Proposals**

It is the expectation of the State of Delaware that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

**11. Confidentiality of Documents**

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal

Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C.* § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

## **12. Multi-Vendor Solutions (Joint Ventures)**

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "**prime contractor**". The "**prime contractor**" must be the joint venture's contact point for the State of Delaware and be responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor's systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

**a. Primary Vendor**

The State of Delaware expects to negotiate and contract with only one “prime vendor”. The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.16 regarding multiple source contracting.

**b. Sub-Contracting**

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any sub-contractors must be approved by State of Delaware.

**c. Multiple Proposals**

A primary vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

**13. Sub-Contracting**

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any sub-contractors must be approved by State of Delaware.

**14. Discrepancies and Omissions**

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

**a. RFP Question and Answer Process**

The State of Delaware will allow written requests for clarification of the RFP. All questions will be consolidated into a single set of responses and posted on the State's website at [www.vethome.delaware.gov](http://www.vethome.delaware.gov) and [www.bids.delaware.gov](http://www.bids.delaware.gov) by 12:00 PM each Friday. Vendors' names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

Question

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

**15. State's Right to Reject Proposals**

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new

proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

**16. State's Right to Cancel Solicitation**

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

**17. State's Right to Award Multiple Source Contracting**

Pursuant to 29 *Del. C.* § 6986, the State of Delaware may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

**18. Notification of Withdrawal of Proposal**

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

**19. Revisions to the RFP**

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at [www.vethome.delaware.gov](http://www.vethome.delaware.gov) and [www.bids.delaware.gov](http://www.bids.delaware.gov). The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

**20. Exceptions to the RFP**

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be highlighted and included in writing in the proposal. Acceptance of exceptions is within the sole discretion of the evaluation committee.

**21. Award of Contract**

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

**a. RFP Award Notifications**

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the vendor who submits the lowest bid of the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with the State of Delaware; remaining vendors will be notified in writing of their selection status.

**C. RFP Evaluation Process**

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information that the State of Delaware may deem necessary to make a decision.

**1. Proposal Evaluation Team**

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in *29 Del. C. §§ 6981 and 6982*. The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team

shall make a recommendation regarding the award to the Nursing Home Administrator, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § 6982, to award a contract to the successful vendor in the best interests of the State of Delaware.

**2. Proposal Selection Criteria**

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor’s proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals all contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team’s consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 *Del. C.* §6986. Such selection will be based on the following criteria:
  - (list criteria for multiple vendor award selection)

**a. Criteria Weight**

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

<b>Criteria</b>	<b>Weight</b>
<b>Meets RFP Minimum Qualifications</b>	<b>Pass/Fail</b>
<b>Meets RFP Minimum Requirements</b>	<b>Pass/Fail</b>
<b>Experience in providing pharmacy management services to a long-term care facility</b>	<b>30</b>
<b>Ability to reliably and expeditiously implement pharmacy services</b>	<b>30</b>

Criteria	Weight
Ability to provide computerized services, documentation, records, data base services, MAR's, TAR's, POS's to the facility's specifications with the ability to interface with the facility EMR	20
Cost	20
<b>Total</b>	<b>100</b>

**3. Proposal Clarification**

The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

**4. References**

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

**5. Oral Presentations**

Selected vendors may be invited to make oral presentations to the Evaluation Team. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

**D. Contract Terms and Conditions**

**1. General Information**

- a. The term of the contract between the successful bidder and the State shall be for 2 years with 2 extensions for a period of 1 years for each extension.

- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

## **2. Collusion or Fraud**

Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void.

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals,

whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

**3. Lobbying and Gratuities**

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

**4. Solicitation of State Employees**

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

**5. General Contract Terms**

**a. Independent contractors**

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party, or any other obligation of the other party to

pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware shall provide working space and sufficient supplies and material to augment the Contractor's services.

**b. Non-Appropriation**

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

**c. Licenses and Permits**

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2502.

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

**d. Notice**

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

<b>NAME</b>	<b>Sandy Groff</b>
<b>DEPARTMENT</b>	<b>Delaware Veterans Home</b>
<b>ADDRESS</b>	<b>100 Delaware Veterans Boulevard Milford, DE 19963</b>

**e. Indemnification**

**1. General Indemnification.**

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, ole or part, to the State, its employees or agents.

## **2. Proprietary Rights Indemnification**

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- (a)** Procure the right for the State of Delaware to continue using the Product(s);
- (b)** Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- (c)** Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

## **f. Insurance**

- 1.** Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or

settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.

2. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
3. During the term of this contract, the vendor shall, at its own expense, carry insurance minimum limits as follows:

a.	Comprehensive General Liability	\$1,000,000 per person and \$3,000,000 per occurrence
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And at least one of the following, as outlined below:

a.	Medical or Professional Liability	\$1,000,000/\$3,000,000
b.	Misc. Errors and Omissions	\$1,000,000/\$3,000,000
c.	Product Liability	\$1,000,000/\$3,000,000

The successful vendor must carry (a) and at least one of (b), (c), or (d) above, depending on the type of Service or Product being delivered.

If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverage's, secure at its own expense the following coverage:

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	Automotive Property Damage (to others)	\$ 25,000

4. The vendor shall provide a certificate of insurance as proof that the vendor has the required insurance.

**g. Performance Requirements**

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

**h. Warranty**

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

**i. Costs and Payment Schedules**

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

The State of Delaware will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

**j. Penalties**

The State of Delaware may include in the final contract penalty provisions for non-performance, such as liquidated damages.

**k. Termination for Cause.**

If for any reasons, or through any cause, the Vendor fails to fulfil in timely and proper manner his obligations under the contract, or if the Vendor violates any of the covenants, agreements or stipulations of the contract, the State of Delaware shall thereupon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination, In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the State of Delaware, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware.

**l. Termination for Convenience**

The State of Delaware may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such

termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the State of Delaware, become its property, and the Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware. If the contract is terminated by the State of Delaware as so provided, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

**m. Non-discrimination**

In performing the services subject to this RFP the vendor will agree that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

**n. Covenant against Contingent Fees**

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**o. Vendor Activity**

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

**p. Work Product**

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State. The vendor will seek written permission to use any product created under the contract.

**p. Contract Documents**

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute the contract between the State of Delaware and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the vendor.

**q. Applicable Law**

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

- (1) the laws of the State of Delaware;
- (2) the applicable portion of the Federal Civil Rights Act of 1964;
- (3) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- (4) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- (5) that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

**r. Scope of Agreement**

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

**s. Other General Conditions**

- (1) Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
- (2) Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.
- (3) Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
- (4) Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
- (5) Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
- (6) Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- (7) Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
- (8) Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

**E. RFP Miscellaneous Information**

**1. No Press Releases or Public Disclosure**

Vendors may not release any information about this RFP. The State of Delaware reserves the right to pre-approve any news or advertising releases concerning this RFP, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this RFP or resulting contract shall require the prior express written permission of the State of Delaware.

**2. RFP Reference Library**

The State of Delaware has made every attempt to provide the necessary information within this RFP. The State of Delaware will make the reference library available only to the winning bidder.

**3. Definitions of Requirements**

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

**4. Production Environment Requirements**

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

**ATTACHMENTS:**

Attachment 1 – No Proposal Reply Form

Attachment 2 – Non-Collusion Statement

Attachment 3 – Exceptions

Attachment 4 – Confidentiality and Proprietary Information

Attachment 5 – Business References

Attachment 6 – Office of Minority and Women Business Enterprise Certification Application

NO PROPOSAL REPLY FORM

**CONTRACT # 13-DVH-02    CONTRACT TITLE:    Pharmacy Services**

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- \_\_\_\_\_ 1.    We do not wish to participate in the proposal process.
  
- \_\_\_\_\_ 2.    We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
  
- \_\_\_\_\_ 3.    We do not feel we can be competitive.
  
- \_\_\_\_\_ 4.    We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
  
- \_\_\_\_\_ 5.    We do not wish to sell to the State. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
  
- \_\_\_\_\_ 6.    We do not sell the items/services on which Proposals are requested.
  
- \_\_\_\_\_ 7.    Other: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ FIRM NAME

\_\_\_\_\_ SIGNATURE

\_\_\_\_\_ We wish to remain on the Vendor's List **for these goods or services.**

\_\_\_\_\_ We wish to be deleted from the Vendor's List **for these goods or services.**

**Attachment 2**

**CONTRACT NO.:** #13-DVH-02  
**TITLE:** Pharmacy Services for the Delaware Veterans Home  
**OPENING DATE:** Thursday, May 31, 2012

**NON-COLLUSION STATEMENT**

This is to certify that the undersigned offeror has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to the Delaware Veterans Home.

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this Invitation to Bid including all specifications and special provisions.

**NOTE:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Delaware Veterans Home.

COMPANY NAME \_\_\_\_\_ (circle one) Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_  
 (Please type or print)

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE LICENSE \_\_\_\_\_  
 (circle one) (circle one) (circle one)

<b>COMPANY CLASSIFICATIONS: CERT. NO.</b>	<u>Women Business Enterprise (WBE)</u>	Yes	No	<u>Minority Business Enterprise (MBE)</u>	Yes	No	<u>Disadvantaged Business Enterprise (DBE)</u>	Yes	No
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[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO: \_\_\_\_\_  
 (COMPANY NAME)

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**AFFIRMATION:** Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

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**THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL TO BE CONSIDERED**

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_





CONTRACT NO. 13-DVH-02  
Contract Name: Pharmacy Services

**Business References**

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please list the contract.

1. Business Name/Mailing Address:  
Contact Name/Phone Number:  
Number of years doing business with :  
Describe type of work performed:
  
2. Business Name/Mailing Address:  
Contact Name/Phone Number:  
Number of years doing business with :  
Describe type of work performed:
  
3. Business Name/Mailing Address:  
Contact Name/Phone Number:  
Number of years doing business with :  
Describe type of work performed:

**Insert most recent OMWBE Certification Application found here:**

<http://gss.omb.delaware.gov/omwbe/certify.shtml>

**State of Delaware**

**Office of Minority and Women Business Enterprise**

**Certification Application**